

Request for Proposals: Development of Multifamily Housing - Project Hardy Yards (800 Burnett St)

Harris County Housing Finance Corporation



Issue Date: October 13th, 2025 | Qualifications Due by December 1st, 2025
at 2:00PM CST



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1. Project Overview

Harris County Housing Finance Corporation (“HCHFC”) is pleased to issue this Request for Proposals (“RFP”) inviting qualified parties (“Proposers”) to submit proposals as part of a two-step solicitation process. HCHFC seeks to identify a developer partner to assist in development of a mixed-use multi-family project on an HCHFC-owned site (the “Project”). HCHFC seeks an experienced developer with a history of successful mixed-use / mixed income projects, including either affordable housing or workforce housing components (eg. Developments having compliance oversight) and finding innovative solutions to development challenges. This step in the solicitation process will score proposals based on the scoring criteria provided in Section 6 of this RFP. HCHFC seeks proposals that exemplify innovative solutions and the ideal path forward to achieving a financially feasible, successful mixed-use project that will achieve as many of the HCHFC’s project goals (as identified in Section 3 of this RFP) as possible.

HCHFC is a Texas non-profit corporation and quasi-public instrumentality of Harris County formed in 1980 pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code (“Chapter 394”) to promote affordable housing within the limits of Harris County. This Project is intended to fulfill the housing mission of HCHFC in a creative execution model with HCHFC (or a wholly-owned affiliate thereof) serving as the long-term Landowner of the Project. The Project is intended to deliver either workforce or affordable multifamily housing, and commercial opportunities as part of the larger development of the site across multiple phases (as explained in Section 5 of this RFP).

2. Property Overview

800 Burnett Street (known as “Hardy Yards”) is an approximately 10.679-acre site (the “Site”) that will be subdivided into several tracts, as described below, the Project tract being Tract 2 consisting of approximately 4.1 acres (the “Property”). The Site is bordered by Burnett Street, North Main Street, and Fulton Street in the Near Northside Neighborhood, north of downtown Houston. The Site is anticipated to have access to green space with shared detention available for use by the Property (though additional detention will be required and costs of maintenance and operation of shared detention / green space will be required in proportion to acreage and/or use by the Property). Hardy Yards is 1/2 mile via sidewalks to the Heights Hike and Bike Trail on White Oak Bayou.

3. Project Goals

The ideal developer will include in their proposal to HCHFC incorporation of as many of the following goals for the Project as possible. Project goals include:

- One of the following multi-family development models: 1) a low-income housing tax credit (“LIHTC”) affordable-mixed income rental housing development with a minimum of 250 units, or 2) a workforce housing non- tax credit development that is designed consistent with the requirements of Chapter 394, including without limitation Texas Local Government Code, Section 394.9026, as added by House Bill 21, 89th Regular Session, 2025 (“HB 21”) and Texas Local Government Code, Section 394.905, as amended by HB 21;

- An integrated commercial/retail component with a minimum of 25,000 square feet, along with code-compliant parking. This component is envisioned to compliment the planned retail being developed by NRP on the adjacent site through design and construction of a ground floor or stand-alone commercial “shell” offering high-quality placemaking in the form of walkability, green space, and pedestrian connectivity. The site’s irreplaceable location bridges anchors such as UH Downtown immediately south, the METRO rail immediately adjacent to the Site, and the neighborhood residential and commercial along Burnett Street and to the north of the Site, including St. Arnold’s Brewery. Note: the selected developer is anticipated to be responsible for operation and lease-up of ONLY the multi-family housing project and it is anticipated that the project will deploy a condominium structure, master lease, or alternative joint venture for the commercial/retail space in partnership with a Harris County-affiliated entity;
- Scaling and massing are important to the Project, such as 2-6 stories, height and design compatibility in adjacency for the Site, decked parking, sufficient commercial/retail parking and a detention vault. Building design shall blend form, lighting, signage and landscaping to integrate with the emerging neighborhood district;
- Connectivity (i.e., bike paths, interconnected roadways, walking paths, etc.) of the Project with each adjacent tract of the Hardy Yards Site (note: METRO envisions a transit-oriented development on their property to the east of the Hardy Yards Site);
- Transit oriented development and design components with immediate access to METRO light rail and bus at the intersection of North Main and Burnett Street;
- Pedestrian and bicycle path linkage to the Buffalo Bayou greenway to the south, with paths and sidewalks is essential to reflect city of Houston walkable place standards. These create economic benefits for the neighborhood and businesses nearby.

4. Preliminary Transaction / Financing Strategy

The chosen developer will be required to develop, design, construct the Project, to source equity and construction/permanent debt and/or bridge financing for the Project and to provide any required guaranties during the construction and stabilization periods for a portion of the development fee. The Proposer will be required to provide a price, schedule, and completion guarantee for the Project, fulfill the requirements of investors, and fulfill the requirements of third-party lenders. HCHFC recognizes that a collaborative approach to financing and identifying the most advantageous capital stack to all parties will be necessary to complete its objectives, in addition to more detailed negotiation of the financing, development obligations and lease-up risk terms associated with the commercial/retail component of the Project. The commercial component is expected to be structured as a condominium, with a dedicated proforma prepared specifically for this space.

HCHFC, through a Single Asset Entity (“Landowner”) of which HCHFC is the sole member, will own the Property fee simple under a permanent affordability housing strategy for a 99-year term and will ground lease the Property to the chosen developer. HCHFC is represented by Bracewell as legal counsel ,

CBRE as real estate advisor and Stifel as financial advisor. Fees will be paid from project sources and respondents are instructed to budget for market fees in proformas.

An affiliate of HCHFC and the selected developer or an affiliate thereof are expected to enter into a limited partnership (“Development Owner”) that will own the improvements and equipment, composing the development and ground lease the Property from the Landowner. The HCHFC affiliate is expected to act as the general partner of the Development Owner and the selected developer to act as the administrative limited partner of the Development Owner.

The selected developer is anticipated to fund this development through a combination of sources based on Project needs, industry conditions and final agreed housing model (i.e., LIHTC, work force, etc.). HCHFC will act as bond issuer for any tax-exempt private activity bonds, if utilized as a project funding source, and may act as general contractor for sales tax exemption on materials if beneficial to the Project. Further, HCHFC is willing to cooperate with the chosen developer in seeking a property tax exemption for the residential portion of the development pursuant to chapter 394 of the Texas Local Government Code, if available based on the final housing model and ownership structure for the Project.

5. Preliminary Phasing Strategy (Entire Site)

As articulated in the Site plan, HCHFC is currently focused on a mixed-use Project for tract 2 of the Site with the expectation that the residential portions of the building will have at least a fifty-year useful life. HCHFC has spent significant time exploring suitable potential Site plans in partnership with Gensler Architects to create a forward-thinking vision, which can be referenced in preliminary form in the Background Materials contained in Exhibit B to this RFP, and which is comprised of the following anticipated phases:

Phase 1: 295+ units (minimum) multifamily Low Income Housing Tax Credit apartment complex(s), containing 15,000 square feet of support services/commercial space with access to shared overflow/detention area and recreational green space. Phase 1 is being developed by NRP Group and its site plan, retail plan, and pedestrian experience should be carefully reviewed by developers of Phase 2 for opportunities for cost savings, integration, and placemaking.

Phase 2: (This Project) Anticipated to include of 25,000-30,000 square feet of ground floor retail/commercial space and 250+ units of affordable housing or 200 units of workforce housing, each part of a condominium regime to separate ownership of commercial from residential improvement components, with access to shared overflow/detention and recreational green space.

Phase 3: Commercial/retail condominium development partnership between Harris County-affiliated entity and commercial developer under a long-term commercial master lease (i.e., this phase may be used to identify an independent commercial development partner experienced in commercial/retail lease-up if the chosen development partner in Phase 2 proposes a deal structure for the commercial/retail component of the Project that shifts all lease-up risk and benefit for commercial space to the Harris county-affiliated entity upon construction completion of the commercial “shell” improvements as part of the Phase 2 Project).

Phase 4: Anticipated to be a mixed-use project that contains additional residential housing, a redevelopment of the Metro transit center, and additional commercial space. Phase 4 is not anticipated to enter design and development stages until after construction completion of Phases 1 and 2.

Phase 2 Solicitation Overview:

In Step 1 of this solicitation process (aka. RFQ), developers were invited to submit their qualifications and feedback for development of the Project (this Phase 2) and/or future phases.

In this Step 2 of the solicitation process (aka. this RFP), HCHFC requests indicative business terms for including primarily terms for Phase 2, and the option to also provide terms for Phase 3 at Proposer's discretion. Phase 2 will, at a minimum, include development, design and construction obligations for a minimum amount of square footage that meets certain design criteria in anticipation of Phase 3. HCHFC may ultimately choose to offer an option for Phase 3 to the Proposer awarded an Exclusive Negotiation Agreement for Phase 2 or negotiate an alternative deal structure for conveyance, marketing, build-out, lease-up and revenue sharing for the commercial condominium component of the Project with the chosen Proposer. Proposers are encouraged to identify preferred and alternative roles, deal structures and visions for this aspect of the Project as part of their proposal.

6. Proposal Requirements & Format

HCHFC seeks the most economically feasible (i.e., lowest funding gap with most credible proforma), publicly beneficial, and comprehensive incorporation of HCHFC's Project goals in proposals that are also acceptable and advantageous to HCHFC.

HOW CAN A DEVELOPER MEET HCHFC'S GOALS FOR THIS STEP IN THE SOLICITATION?

Proposals will be scored (for a total of 100 points) across five categories described below and the top scoring proposer(s) will be chosen to begin negotiations with HCHFC: All questions and requests for documentation listed below are required, even if an item is listed as "unscored" and HCHFC reserves the right to disqualify as non-responsive any proposer that fails to provide the required information or documentation.

Scoring Category	Points Available
Incorporation of Project Goals (including commercial space)	30
<i>Project Goal: Site and Neighborhood Connectivity (5 points possible)</i>	
<i>Project Goal: Commercial Development Design & Deal Structure (15 points possible)</i>	
<i>Project Goal: Building Design and Property Amenities (5 points possible)</i>	
<i>Project Goal: Transit-Oriented Components (5 points possible)</i>	
Financing Strategy, Funding Gap and Proforma Credibility	30
Proposed Business Terms	20
Affordability / Public Benefit	20
Interview (Problem-Solving Approach / Development Approach / Compliance Track Record / examples of solutions found for project financial gaps / incorporation of commercial development space)	**

Total	100
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**HCHFC reserves the right to request interviews with the highest scored 30% of Proposers in order to evaluate the most advantageous master development partner for the HCHFC on this Project.

Sample Unit Mix Affordability Chart

Provide the anticipated total number of units and unit mix for the Project, including specific number of units in each income band, by completing the following table. Higher point values will be awarded for higher total numbers of affordable units (10 points) and for higher number of units in income bands at or below 50% AMI (10 points).

Income Level (% of AMI)	Min. % of Units	Proposed % of Units	Estimated # of Units Proposed
30% or below	___%		
31-50%	___%		
51-60%	___%		
61-80%	51%		
Total		100%	

Note:

- The table above must be provided, but an additional table with more detail on income band and unit mix may be provided in addition to the table above. If a property tax exemption is sought, development will have to comply with Chapter 394 of the Texas Local Government Code.

Qualified developers shall submit proposals in the form of documentation covering the following:

1. Submission Format

- File Type:** Submit proposals in PDF format and in one cohesive document. Any additional supporting documentation must be included at the end of the proposal in an Appendix section.
- Organization:** Follow the order of sections as outlined in the RFP's Table of Contents.

2. Required Sections

1. COVERPAGE:

- Project name
- Date
- Firm name(s)
- Proposal contact information



2. TABLE OF CONTENTS: List all sections and exhibits

3. EXECUTIVE SUMMARY: *Project Goals, Challenges & Potential Solutions* A detailed description of Proposer's desired role, challenges, experience, and suggested development plan for including a commercially-viable retail or commercial component in the Project, including reference to the anticipated square footage of this component

4. PROJECT NARRATIVE: A Project narrative describing developer's approach to the Project, including approach to funding gaps and proposal for residential component of the Project, as well as identifying Project goals that are seen as easily achievable and/or presenting challenges, as well as developer's proposed innovative solutions and suggestions for achieving as many of the Project goals as possible with an emphasis on mixed-use development that incorporates commercial space and other Project Goals

5. COMMERCIAL COMPONENT EXECUTIVE SUMMARY:

- A detailed description of Proposer's desired role, challenges, experience, proposed development plan, and proforma for a retail or commercial component in the Project, including reference to the anticipated square footage of this component; the Proposer should identify the point of commercial viability versus surplus square footage it would not normally develop for a project of this size, the underwriting, and relationship between the residential unit count, parking, and any design complications from the development of surplus retail/commercial.
- Identify proposed structure from these three options – in all structures, the developer will cause to be constructed the commercial component of the project in accordance with performance and design specifications provided by HCHFC, or pursuant to plans approved by HCHFC:
 - (a) Fee Development: developer will convey the component to the Harris County Redevelopment Authority ("HCRDA") or an affiliated entity of HCRDA under a master-lease, fee-simple sale of the condominium unit(s) at the discretion of, or alternative conveyance agreement, resulting in all risk and benefit of commercial tenant lease-up being held by HCRDA or its affiliated entity;
 - (b) Joint Venture: developer will retain partial or entirety of ownership of the unit(s), identifies one or more development partners with experience in mixed use development, and works with HCHFC and/or HCRDA to negotiate deal terms for a partnership, with appropriate risk sharing and returns for each entity based on the financial investment/contribution, and identify any specific gap funding required for the component. Repayment/return on capital for gap funding (whether in the form of debt or equity) provided by HCRDA or its affiliated entity for the component construction should clearly be identified;
 - (c) Developer structure: developer and/or its partnership retain ownership, risk and benefits of component, with limited or negligible participation from HCRDA or HCHFC;
- Proposers should clearly delineate business terms, costs, and feasibility of the commercial/retail component

6. PROFORMA: A proforma for the Project (should be in the form of separate proformas for residential and commercial aspects of the Project), including sources and uses, financing gap, financial assumptions and proposed unit mix

7. FINANCING STRATEGY & PROPOSED SOURCES, & USES / TIMELINES: Proposed financing sources and uses, closing and construction timeline

8. PROPOSED UNIT MIX: Proposed unit mix in the form of the chart provided above

9. KEY PERSONNEL & TEAM BREAKDOWN: Resumes/biographies for the assigned Project team; Provide a team org chart that outlines team members roles and responsibilities

10. MOU (MEMORANDUM OF UNDERSTANDING): An MOU showing the developer's proposed business terms (including proposed fee splits) for the Project should be submitted on the form of MOU attached as part of Exhibit A to this RFP

11. DESIGN QUALITY: Please provide 2 similar projects executed by the Proposer, including projects that illustrate successful completion of similar Project goals.

12. REQUIRED FORMS AND PROOF OF DEVELOPER ELIGIBILITY: Please provide documentation that Proposer meets or will meet the eligibility requirements contained in Section 8 of this RFP and executed scans of each of the required forms contained in Exhibit A.

Required Forms:

- Affidavit of Negotiation
- Non-Suspension and Debarment Certification
- Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- MOU

Financial Statement: Most recent certified financial audit or compiled financial documents (within the last two years) with the submission of their proposal.

Statement of Eligibility: Statement and documentation of required eligibility requirements found in Section 8

13. APPENDIX: Any additional documentation if needed or relevant

7. Instructions for Submission of Qualifications

Interested Proposers must submit their proposals in the form described below, including all components identified above in Section 6, to HCHFC by the deadline below to be considered for selection under this RFP.

Qualifications must be submitted by **2:00 p.m. CST on December 1st, 2025.**

Any questions related to this RFQ must be sent by email to HCHFC's Authorized Contacts identified below:

HCDHardyYardsRFQ2@harriscountytx.gov

CC: Peter.jansen@cbre.com, Maggie.norman@cbre.com



Persons desiring further information or interpretation of the RFQ requirements must make a written request for such information to HCHFC by **November 7th, 2025**. Changes to the RFQ documents will be made by addendum only. Questions and Answers that are significant will be provided as a Clarification Document(s).

RFQ Available on the HCHFC Website, <https://harriscountyhfc.org/> and the project's landing page, hardy-yards.com

8. Developer Entity Requirements & Submittal Requirements

Each entity that comprises the development team (for purposes of this section, “developer” means, as appropriate, each development team entity individually and/or collectively) must meet the following requirements to be eligible for award of the development opportunity discussed in this RFP:

- The developer must be a legally incorporated business entity that is able to conduct business and contract with the federal government, State of Texas, Harris County, and HCHFC.
- The developer must have submitted all applicable tax returns to the Internal Revenue Service (IRS), State of Texas, and Harris County.
- The developer must provide their organization's most recent certified financial audit or compiled financial documents (within the last two years) with the submission of their proposal.
- The developer must maintain and potentially purchase additional insurance coverage meeting HCHFC's minimum standards and must be able to add the HCHFC as an insured party on their insurance policies.
- The selected developer will be required to comply with the requirements of the Subrecipient Agreement applicable to the Property, including ensuring the Project is developed in compliance with the Harris County Minimum Property Standards and operated in accordance with the Tenant Protection Policy.
- The selected developer will be required to enter into a negotiated MOU with HCHFC, or its affiliate, provided in substantially final form as Reference Materials for this RFP. HCHFC reserves the right to prepare or approve, as HCHFC may determine, other legal documents that the selected developer must execute to facilitate the development of the property.
- The selected developer must comply with the deal terms described in the MOU.
- The partnership/development owner will pay for the cost of HCHFC's title insurance policy(s) associated with the ground lease and any legal fees, financial advisor fees or other third-party consultant costs associated with financing and/or lease of property provided by HCHFC.
- The selected developer will provide all required guarantees to facilitate the financing, construction, and operation of the development.
- HCHFC, through its affiliate, will not make the election under Section 168(h) of the Internal Revenue Code to treat the general partner as a taxable entity. This term is not negotiable and each respondent acknowledges, by its response of its RFP that the financial splits to HCHFC shall

be subject to increase if HCHFC is requested to make such an election on behalf of the general partner. The selected developer will negotiate the funding of pre-development costs necessary for the development of the property. The partnership/development owner will pay for HCHFC's legal fees associated with negotiating and executing agreements necessary for the development of the property at the close of construction financing.

- Respondents shall comply with the conflict-of-interest standards of HCHFC and shall disclose any real or apparent conflict of interest to HCHFC. Proposals shall be disqualified from any developer, including an affiliate, employee, agent or officer of developer, if developer or any affiliate, agent, employee or officer of developer was a previous contributor to the plans, specifications or proposal documents for the project, if such contribution was in any way other than in an open forum.

9. Solicitation Schedule (2-RFP)

Includes Steps 2-RFP

PROCESS	DATE
Step 2 – Request for Proposal Release	October 13, 2025
Pre-submittal Conferences	October 30, 2025 (to be scheduled on a one on one basis)
Questions Due	November 7, 2025
Proposals Due	December 1, 2025
Interviews	December 17, 2025
HCHFC Board of Directors Selection***	January 2026
Exclusive Negotiation Period***	January 30, 2026 – March 31, 2026
Bond Application	February 2026*
Anticipated Closing Deadline (financial closing)**	October 2026–November 2026
Anticipated Construction Completion	December 31, 2028

*A financing proposal including 4% low-income housing tax credits with tax-exempt bonds will additionally require a request for, and receipt by, HCHFC a reservation of private activity bond volume cap from the Texas Bond Review Board (“BRB”). Generally, BRB allocates volume cap on a first-come, first-served basis. Additionally, under state law, a volume cap reservation for a project will be canceled if the bonds do not close within 180 calendar days of the reservation date. HCHFC will coordinate the volume cap application to BRB, but can make no prediction or guarantee of volume cap availability or timing. This date is the anticipated earliest date for HCHFC to submit a Bond Application to the BRB subject to Bond Inducement Approval by the HCHFC Board. There is also the potential for submission

required under bond lottery by HCHFC in October 2026 for consideration for bond volume cap for 2027 issuance year (if no remaining volume cap for 2026 exists).

****Expected notice of Bond Lottery and three-day window starts for the Development Partner to submit a 4% Tax Credit Application to TDHCA. This is the earliest the HCHFC anticipates private activity bond volume cap award to occur. Note: If, though unlikely, the private activity bond volume cap award occurs before June of 2027 (ex. March of 2027), Respondents should anticipate adjustment of the Closing Deadline and Construction Completion Deadlines to align with this earlier award.**

*****Each proposal shall be evaluated using the scoring criteria in Section 6 of this RFP to identify the most advantageous proposal to HCHFC. Proposals will be scored on a scale of 0-100 points. HCHFC will begin negotiations of a Memorandum of Understanding and Summary of Terms with the highest scoring proposer during the exclusive negotiation period. HCHFC reserves the right to negotiate with the next highest scoring proposer(s) if for any reason negotiations with the highest scored proposer(s) do not result in an agreed Summary of Terms and executed Memorandum of Understanding within the exclusive negotiation period.**

10. Background Materials & Required Forms

This solicitation is supplemented by multiple Exhibits that contain information about the site, the Project, the HCHFC's preliminary Project design requirements, general vision, and other technical elements. Proposals are required to reflect the supporting documentation and their impact on the design, development, construction, and delivery of the Project. Both Exhibits can be found by viewing the "Full Solicitation" on the project's website: hardy-yards.com

Required Forms – Exhibit A

- Form of MOU – Note: Form must be submitted with specified business terms filled in
- Affidavit of Negotiation
- Non-Suspension and Debarment Certification
- Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying

Background Materials – Exhibit B

- Land Title Survey
- Aerial Map
- Environmental Summary and Construction Considerations for Residential Redevelopment
- HCHFC Title Policy
- Master Declaration of Covenants, Conditions and Restrictions
- Federal Funding Source Requirements: ARPA SLFRF
- Harris County Tenant Protection Policy – Lease Addendum

- Executed Subrecipient Agreement (including Harris County Minimum Property Standards)
- Recorded Regulatory Agreement and Declaration of Covenants and Restrictions (i.e., ARPA Interim Deed Restrictions)
- Recorded Amendment to the Master Declaration
- Recorded Special warranty deed
- Recorded Release of affidavit of development assurance
- Site access, context, adjacency plan, site plan examples and potential elevation rendering

11. Limit on Communications

Starting on the date this RFP is published and continuing through the date any resulting contract is signed, except for public hearings and scheduled presentations as notified by the CBRE representatives and/or designated and select HCHFC staff, Proposers shall not communicate with Harris County or HCHFC, including elected officials, board members, staff, or their families. This limitation includes the Proposers representative(s), including lobbyists, agents, legal representatives, brokers, or investors. Any Proposer who violates the limits on communications described in this section shall be disqualified and will not be considered for this Project.

All questions or requests for additional information must be in writing by e-mail to:

- HCDHardyYardsRFQ2@harriscountytexas.gov
 - CC: Peter.jansen@cbre.com & Maggie.norman@cbre.com

The request must contain the solicitation title, proposer's name, contact person name, address, and phone number. HCHFC may or may not furnish any responses to written questions or requests through an Addendum to this solicitation following receipt of the communication. Addenda to the solicitation will be published and uploaded to both the project landing page as well as HCHFC's website:

<https://harriscountyhfc.org/>

hardy-yards.com

12. Ground for Rejection & Protest Rights

The HCHFC reserves the right to reject any proposals and to waive any minor informality in any proposal requirement. A minor informality is one that does not affect the competitiveness of the respondent. The following may be cause to reject a proposal as determined by HCHFC in its sole discretion:

- Submission of a proposal which is not signed by an individual empowered to bind the respondent.
- Evidence of collusion among respondents.
- Proposals received from a respondent who has been debarred or suspended by HCHFC, Harris County, or any federal or state agency.

- Proposals received from a respondent when its principals are currently debarred or suspended by federal, state or city governmental agencies.
- Poor performance in execution of work under an existing or previous HCHFC or County contract.
- Failure to achieve reasonable progress on an existing or previous HCHFC or County contract.
- Default on previous HCHFC or County contracts or failure to timely execute a previous contract after award.
- Evidence of failure to pay subcontractors, suppliers, or employees in accordance with previous contract requirements.
- Proposals containing omissions, alterations of form, additions, qualifications or conditions not called for by HCHFC, or incomplete proposals, and HCHFC reserves the right to determine the interpretation of same or to reject the proposal.
- Failure to negotiate and execute necessary agreements after award in a timely manner.
- Previous safety or environmental violations resulting in fines or citations by a governmental entity (e.g., U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, etc.).
- Failure to provide any document required under this RFP.

In addition, the HCHFC Executive Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the HCHFC of an alleged deficiency and making a protest are listed below. If a protester fails to comply with any of these requirements, the HCHFC Executive Director may dismiss the complaint or protest.

Protest Regarding the RFP (Pre-Submittal Protest)

Any protest regarding the RFP must be made no later than five (5) business days prior to the due date and time for proposals. Any protest made after that date that raises issues regarding the RFP will not be considered.

Protests Regarding the Evaluation of Proposals

Any protest regarding the evaluation of proposals by the HCHFC must be made with HCHFC no later than five (5) business days after the notification of award, or notification that the protestor's status as a respondent has changed, such as notification that a proposal has been found to be non-responsive or a respondent has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Respondents may only protest the evaluation of their proposal.

Protest Regarding Award of Contract (Post-Award Protest)

Any protest regarding the award of the development opportunity must be filed no later than ten (10) days after the date of award. Any protest regarding the award of the development opportunity made after such date will not be considered.



Process to Submit a Protest

Protests must be made by email to the Harris County Housing Finance Corporation Authorized Contacts and must include the following information in the subject line: Protest and the name of the RFP; in the body of the email: your name, address, telephone, and email address, the specific facts and/or law upon which the protest of the RFP or the award is based, including all pertinent documents, and evidence thereto, and the form of relief requested.

- The protest must be concise and presented logically and factually to help HCHFC review.
- When HCHFC receives a timely written protest, the HCHFC Treasurer will determine whether the grounds for the protest are sufficient. If the HCHFC Treasurer determines that the grounds are sufficient, a protest hearing will be scheduled, usually within five business days. If the HCHFC Executive Director determines that the grounds are insufficient, HCHFC will notify the protester of that decision in writing.
- The protest hearing is informal and is not subject to the Texas Open Meetings Act. The purpose of the hearing is to give the protester a chance to present its case; it is not an adversarial proceeding.
- Those who may attend the protest hearing are representatives from HCHFC that oversaw the RFP, the Harris County Office of County Attorney, and other appropriate Harris County staff. The protestor may bring a representative or anyone else that will present information to support the factual grounds of the protest at the hearing.
- A decision will be made within thirty calendar days after the hearing.
- HCHFC will send the protester a copy of the hearing decision after the appropriate staff have reviewed the decision.
- When a protest is made, HCHFC usually will not make an award until a decision on the protest is determined. However, HCHFC will not delay an award if the HCHFC Executive Director determines that HCHFC urgently requires the development of the property and failure to make an award promptly will unduly delay the development. In those instances, HCHFC will notify the protester and make every effort to resolve the protest before the award.

